

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

Contract ID 00000000000000000000000014347		Page 1 of 4
Contract Dates 01/01/2009 to 12/31/2009		Origin CPS
Description: CPS-PCF HIGH SPEED COPY PAPER		Contract Maximum \$9,999,999.00
Buyer Name Laraway,Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9776	PAPER, XEROGRAPHIC, FOR COPIERS, DIGITAL PRINTERS AND OFFSET DUPLICATING. SIZE 8-1/2 X 11, HIGH SPEED, NO. 4, SUB 20, LONG GRAIN, WHITE. 500 SHTS. PER REAM. RECYCLED WITH 100% PC CONTENT PCF 10 CASE LOTS - \$36.75/CASE 20 CASE LOTS - \$35.75/CASE 40 CASE LOTS - \$34.75/CASE - PALLET BRAND NAME: ENVIRO 100 COPY MANUFACTURER: CASCADE RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 100% BRIGHTNESS: 90 OPACITY: 89	CS	0.01000	0.00	0.00
2	9777	PAPER, XEROGRAPHIC, FOR COPIERS AND OFFSET DUPLICATING. SIZE: 8-1/2 X 14. HIGH SPEED, NO. 4, SUB 20, LONG GRAIN WHITE. 500 SHTS. PER REAM. PCF RECYCLED WITH 100% PC CONTENT 10 CASE LOTS - \$49.75/CASE 20 CASE LOTS - \$48.25/CASE 40 CASE LOTS - \$47.25/CASE - PALLETT BRAND NAME: ENVIRO 100 COPY MANUFACTURER: CASCADE RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 100% BRIGHTNESS: 90 OPACITY: 89	CS	0.01000	0.00	0.00
3	9778	PAPER, XEROGRAPHIC, FOR COPIERS AND OFFSET DUPLICATING. SIZE: 11 X 17, HIGH SPEED, NO. 4, SUB 20, LONG GRAIN WHITE. 500 SHTS. PER REAM. RECYCLED W. 100% PC CONTENT. PCF 10 CASE LOTS - \$39.00/CASE 20 CASE LOTS - \$38.00/CASE 40 CASE LOTS - \$37.00/CASE (PALLET) BRAND NAME: ENVIRO 100 COPY MANUFACTURER: CASCADE RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 100% BRIGHTNESS: 90 OPACITY: 89	CS	0.01000	0.00	0.00

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR PCF HIGH SPEED COPY PAPER ISSUED OCTOBER 27, 2008 AND VENDOR'S RESPONSE DATED NOVEMBER 13, 2008.

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000009131
Lindenmeyr Munroe
468 Pepsi Road
Manchester NH 03109-5303
USA

Contract ID 0000000000000000000014347		Page 2 of 4
Contract Dates 01/01/2009 to 12/31/2009	Origin CPS	
Description: CPS-PCF HIGH SPEED COPY PAPER	Contract Maximum \$9,999,999.00	
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Phone #: 603-627-1320

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE OF CONTRACT: TO PROVIDE PCF RECYCLED HIGH SPEED CPY PAPER IN CASE LOTS TO BE USED BY STATE AGENCIES THROUGHOUT VERMONT. THIS PRODUCT WILL BE USED ON HIGH SPEED DIGITAL PRINTERS, LASER PRINTERS AND OFFSET DUPLICATING MACHINES.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. PRICES WILL REMAIN FIRM FOR THE FIRST SIX MONTHS OF THE CONTRACT. ONCE THE FIRST SIX MONTHS OF THE CONTRACT HAS PASSED, WITH A DOCUMENTED INCREASE FROM THE MILL THE CONTRACT MAY REQUEST A CONSIDERATION OF PRICE CHANGE (INCREASE OR DECREASE) WHICH WILL BE SUBJECT TO SEMI ANNUAL REVIEW BY THE OFFICE OF PURCHASING AND CONTRACTING. REQUEST FOR ADDITIONAL INCREASES WILL BE LIMITED TO ONCE IN ANY SIX MONTH PERIOD THEREAFTER. THE OFFICE OF PURCHASING AND CONTRACTING RESERVE THE RIGHT TO REJECT ANY PRICE INCREASE DEEMED TO BE EXCESSIVE.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

SERVICE: VENDOR TO HAVE AN AREA REPRESENTATIVE AVAILABLE TO MEET WITH USERS ON DEMAND IF PROBLEMS SHOULD ARISE WITH PRODUCT USE.

PAPER GUARANTEE: VENDOR AGREES TO SUPPLY ALL PAPER NEEDED BY THE GOVERNMENT BUSINESS SERVICE PRINT SHOP AND THE VERMONT OFFENDER WORK PROGRAM ANY OTHER STATE AGENCY USING THIS CONTRACT AS PER THE TERMS OF THE RFP.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.						

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BETSY LARAWAY
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
betsy.laraway@state.vt.us

